

**EXHIBIT D**

**Stipulation -  
Radius Construction Co. Inc.**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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In re	: Chapter 11
PHOENIX SERVICES TOPCO, LLC, <i>et al.</i> ,	: Case No. 22-10906 (MFW)
Debtors. <sup>1</sup>	: (Jointly Administered)
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**STIPULATION BETWEEN  
THE DEBTORS, NUCOR CORPORATION AND RADIUS CONSTRUCTION CO. INC.**

This stipulation (the “**Stipulation**”) is entered into by and between Radius Construction Co., Inc. (“**Radius**”), the Debtors (as defined below), and Nucor Steel Gallatin LLC (“**Nucor**,” and together with Radius and the Debtors (as defined below), the “**Parties**”), based on the following facts:

**WHEREAS**, the Debtors hired Radius as a contractor for a construction project at the Nucor Steel site in Gallatin County, which included the construction of a “60’ x 60’ Shop Addition w/ 15’ x 62’ lean-to & 150’ x 240’ Slag Barn-Rev 2” (the “**Shop Addition and Slag Barn**”);

**WHEREAS**, on October 6, 2021, Radius sent Debtors a final estimate for the Shop Addition and Slag Barn in the total amount of \$3,327,794 (the “**Estimate**”);

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Phoenix Services Topco, LLC (4517); Phoenix Services Parent, LLC (8023); Phoenix Services Holdings Corp. (1330); Phoenix Services International LLC (6493); Metal Services LLC (8793); Terracentric Materials LLC (0673); Cool Springs LLC (8687); Metal Services Investment LLC (2924); and Phoenix Receivables, LLC (not applicable). The Debtors' mailing address is 4 Radnor Corporate Center, Suite 520, 100 Matsonford Road, Radnor, Pennsylvania 19087.

**WHEREAS**, on November 9, 2021, the Debtors issued a purchase order to Radius for construction of the Shop Addition and Slag Barn in the amount of \$3,327,794 (the “**Purchase Order**”);

**WHEREAS**, thereafter, Radius delivered some but not all materials and commenced but did not complete construction of the Shop Addition and Slag Barn;

**WHEREAS**, on September 27, 2022 (the “**Petition Date**”), Phoenix Services Topco, LLC, and its debtor affiliates in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the “**Debtors**”), each commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”);

**WHEREAS**, as of the Petition Date, the Debtors had not paid Radius for the delivered materials and partial construction;

**WHEREAS**, Radius has a scheduled claim against Metal Services LLC in the amount of \$1,698,062.00 for the delivered materials and partial construction (the “**Scheduled Claim**”);

**WHEREAS**, Radius has filed the following proofs of claim numbers in the Debtors’ chapter 11 cases (the “**Filed Claims**”): 185, 196-203, 325, 393-395, 430- 435.

**WHEREAS**, following the Petition Date, Radius filed liens against the Debtors’ and Nucor’s property in an attempt to secure Radius’ rights to payment (the “**Radius Liens**”);

**WHEREAS**, on December, 29, 2022 Radius filed an adversary proceeding against the Debtors (Case No. 22-10906(MFW)) (the “**Adversary Proceeding**”);

**WHEREAS**, contemporaneously herewith, the Debtors and Nucor are entering into a separate settlement agreement; and

**WHEREAS**, the Parties have determined that a stipulated resolution is in their mutual best interests and have agreed to enter into this Stipulation.

**NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by the Parties, subject to the Bankruptcy Court's approval, as follows:

1. Within one business day following entry of an order by the Bankruptcy Court approving this Stipulation Nucor shall make a payment(s) totaling \$1,698,062 to Radius or Radius' subcontractors (the "**Radius Payment**").

2. Upon receipt of the Radius Payment, Radius (a) shall be deemed to have released the Debtors from all claims and obligations, including the Scheduled Claim and the Filed Claims and any other claims or obligations related to the Purchase Order and the Shop Addition and Slag Barn, and (b) as soon as practically possible (i) release the Radius Liens, and (ii) dismiss the Adversary Proceeding with prejudice.

3. Upon receipt by Radius of the Radius Payment ownership and any and all interests of the Debtors in the Shop Addition and Slag Barn materials delivered by Radius to the Debtors related thereto shall be transferred to Nucor. Nothing in this Stipulation shall be interpreted to indicate that Radius has any obligation to complete construction on the Shop Addition or Slag Barn, deliver additional materials, or otherwise fulfill any uncompleted terms of the Estimate or PO. In the event Nucor desires that Radius complete construction of the Shop Addition and Slag Barn or deliver additional materials, Nucor and Radius shall entered into a new and distinct agreement for said services.

4. Following entry of an order by the Bankruptcy Court approving this Stipulation, the Debtors and Stretto, Inc., the Debtors' court-approved claims and noticing agent, are authorized to take all steps necessary or appropriate to effectuate the terms of this Stipulation, including updating the official claims register consistent with the terms hereof.

5. In the event this Stipulation is not approved by the Court, this Stipulation shall be without force and effect and none of its provisions shall be deemed to prejudice or impair any of the rights or remedies of the Parties.

6. This Stipulation constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and, except as otherwise expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder.

7. The undersigned persons represent and warrant that they have full authority to execute this Stipulation on behalf of the respective Parties and that the respective Parties have full knowledge of and have consented to this Stipulation.

8. This Stipulation may be executed in counterparts, any of which may be transmitted by facsimile or electronic mail, and each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

9. This Stipulation shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws.

10. This Stipulation may not be amended without the express written consent of all Parties hereto.

11. This Stipulation shall be binding upon the Parties hereto and upon all of their affiliates, assigns and successors, including without limitation any bankruptcy trustee that might be appointed in the future.

12. It is acknowledged that each Party has participated in and jointly consented to the drafting of this Stipulation and that any claimed ambiguity shall not be construed for or against either Party on account of such drafting.

13. The Parties reserve all rights, claims, and defenses and nothing in this Stipulation shall be construed as a waiver of any such rights, claims, or defenses.

14. This Court retains exclusive jurisdiction with respect to all matters arising from or relating to the implementation, interpretation, and enforcement of this Stipulation.

Dated: February 27, 2023  
Wilmington, Delaware

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/s/

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**Exhibit A**

**List of Radius Liens**



<b>List of Radius Liens</b>			
<u>Type of Lien</u>	<u>County</u>	<u>Document Number</u>	<u>Simplified Property Description</u>
Mechanic's Liens  (Against the Debtors)	Gallatin County	87687 and 86692	Tract 1
			Tract 2
Lien on Equipment, Machinery and Motors  (Against the Debtors)	Gallatin County	86699	60' x 60' Shop Addition w/ 15' x 62' lean-to & 150' x 240' Slag Barn-Rev2
	Carroll County	2203135	60' x 60' Shop Addition w/ 15' x 62' lean-to & 150' x 240' Slag Barn-Rev2
Mechanic's Liens  (Against Nucor)	Gallatin County	86692	Tract 1
			Tract 2